

4-0010
13-25

COLLECTIVE BARGAINING AGREEMENT

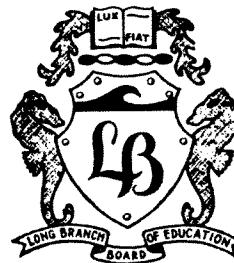
BY AND BETWEEN

BOARD OF EDUCATION OF THE CITY OF LONG BRANCH

AND

LONG BRANCH EDUCATION ASSOCIATION, INC.

FOR 1973-74



**LONG BRANCH BOARD OF EDUCATION
6 WEST END COURT, WEST END
LONG BRANCH, NEW JERSEY**

For the
BOARD OF EDUCATION OF THE CITY OF LONG BRANCH:

Rev. Cornelius P. Williams, President
Mr. Anthony C. Migliaccio, Vice President
Mr. Seymour Greenspan
Mr. Joseph R. Nastasio
Mrs. Alice Nicas

Mr. Milton G. Hughes, Superintendent
Mr. Herbert A. Korey, Assistant Superintendent
Mr. Donald J. Van Brunt, Secretary
Mr. Paul Sparta, Assistant Secretary
Mr. Robert Emmet Murray, Special Labor Counsel

For the
LONG BRANCH EDUCATION ASSOCIATION, INC.:

Mr. Neil Rothman, President
Mrs. Sylvia Gnesin, Vice President
Mr. Al Bollmeyer, Treasurer
Miss Mary Jo Briscione, Secretary

For the
NEW JERSEY EDUCATION ASSOCIATION:

Mr. John A. Molloy

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
I	RECOGNITION	2
II	NEGOTIATION PROCEDURE	2
III	GRIEVANCE PROCEDURE	5
SCHEDULE A	PANEL OF ADVISORY FACT FINDERS/MEDIATORS	10
IV	TEACHERS' RIGHTS	11
V	BOARD RIGHTS	12
VI	ASSOCIATION RIGHTS	13
VII	SCHOOL CALENDAR	15
SCHEDULE B	SCHOOL CALENDAR FOR 1973-1974	16
VIII	TEACHER EVALUATION	17
IX	SICK LEAVE AND PERSONAL ABSENCES	19
X	SABBATICAL LEAVES	23
XI	SALARIES	24
SCHEDULE C	SALARY GUIDE 1973-1974	27
SCHEDULE D	REQUEST FOR APPROVAL OF GRADUATE CREDIT	28
XII	INSURANCE	29
XIII	SECONDARY TEACHER WORKING CONDITIONS	29
XIV	SPECIALTY TEACHING	30
XV	BUILDING, CLASS & SUBJECT ASSIGNMENTS AND CONTRACT RENEWAL	31
XVI	NOTICE OF EMPLOYMENT OPENINGS	31
XVII	SCHOOL ADVISORY COMMITTEES	32
XVIII	ELEMENTARY SCHOOL WORKING CONDITIONS	32
XIX	TEACHER RESPONSIBILITY	34
XX	DURATION OF AGREEMENT	35
XXI	MISCELLANEOUS PROVISIONS	35
XXII	SIGNATURES	36

THIS AGREEMENT

entered into this 5th day of September, 1973, by and between

BOARD OF EDUCATION OF THE CITY OF LONG BRANCH, with offices at 6 West End Court, West End, in the City of Long Branch, County of Monmouth and State of New Jersey, hereinafter referred to as the "BOARD"; and

LONG BRANCH EDUCATION ASSOCIATION, INC., a corporation of the State of New Jersey, hereinafter referred to as the "ASSOCIATION";

WITNESSETH:

ARTICLE I – RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for purposes of collective negotiation concerning the terms and conditions of employment for the following certificated personnel in contract with the Board: Specifically, teachers, which includes guidance and disability specialists and speech therapists, librarians, nurses and guidance counselors; excluding all others not herein mentioned.

B. Unless otherwise indicated, the term "teachers", when used after in this Agreement, shall refer to all professional employees presented by the Association in the negotiating unit as above defined, references to male teachers shall include female teachers.

ARTICLE II - NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in accordance with R.S. 34:13A-1, *et seq.* in good faith effort to reach agreement on any proposed change or modification of this Agreement concerning the terms and conditions of teachers' employment for the next ensuing the effective period of this Agreement. On or before December 1st of the calendar year preceding the calendar year in which this Agreement expires, the Association shall present to the Board in writing all changes and modifications of this Agreement proposed by the Association, and any proposal not submitted by the Association by December 1st of said calendar year shall not be a subject for consideration or discussion during the negotiations to be thereafter conducted by the parties for the next ensuing period of employment.

B. Upon receipt of the complete proposal from the Association, Board may submit to the Association in writing any change or modification to this Agreement as it may propose, which proposal must be submitted not later than October 15th of said calendar year. Whether or not the Board shall submit such proposal, the Board through its Superintendent of Schools shall arrange an initial meeting between representatives of the Board and representatives of the Association, through the President of the Association, which meeting date shall be determined by mutual agreement; *provided, however*, that said initial meeting be held not later than November 1st of said calendar year.

C. In Article I herein, the Board has recognized the Association as the exclusive representative for purposes of collective negotiation concerning the terms and conditions of employment for the personnel contract with the Board as therein specifically enumerated, and any change or modification to this Agreement, or any new agreement so related, shall apply to all teachers of the Board as enumerated in Article I, Paragraph A, of this Agreement. This recognition shall not affect the rights of any employees or group of employees of the Board as set forth in Article I, Section 19, of the Constitution of the State of New York.

1 Jersey, or any applicable law or State administrative regulation now or
2 hereafter enacted or promulgated.

3

4 D. Negotiations shall be conducted in the Conference Room of
5 the Administrative Offices of the Board located at 6 West End Court,
6 West End, Long Branch, or at any other mutually acceptable location,
7 and the Board shall make available to the Association negotiation
8 representatives a caucus room in which to meet fifteen (15) minutes
9 prior to each scheduled negotiating session and for separate conferences
10 during each negotiating session as hereinafter prescribed.

11

12 E. Dates for conducting negotiations shall be fixed by mutual
13 agreement of the parties hereto; *provided, however,* that no negotiating
14 session shall be recessed without having agreed upon a new date upon
15 which said negotiations shall be reconvened, and further *provided* that in
16 no event shall said negotiations be recessed for a period in excess of
17 seven (7) calendar days.

18

19 F. Times for commencement of negotiating sessions shall be
20 fixed by mutual agreement of the parties hereto; *provided, however,* that
21 no negotiating session shall be conducted during usual school or business
22 hours as currently observed by the Board, and *further provided* that any
23 negotiating session that is conducted during evening hours preceding a
24 school or working day shall be terminated at 10:30 P.M. or as soon
25 thereafter as a reasonable opportunity to recess said negotiations arises, it
26 being the intent and purpose of this section to permit the parties to
27 recess negotiations in a manner so as to preserve continuity and permit
28 recapitulation and confirmation of understandings reached.

29

30 G. Neither party in any negotiations with respect to any change
31 or modification of this Agreement or the terms and conditions of
32 teachers' employment shall have any control over the selection of the
33 negotiating representatives of the other party.

34

35 H. The Association, as majority representative (Chapter 303,
36 Public Law 1968), designates the five (5) member Teacher-Board Rela-
37 tions Committee as its negotiating team. It is the prerogative of the
38 Committee Chairman, with the consent of the Teacher-Board Relations
39 Committee members, to add five (5) members to the Committee as
40 needed. The same numerical limitation of ten (10) shall apply to the
41 Board. One of the designees for each party shall be designated to serve
42 as spokesman-negotiator, and said spokesman-negotiator shall be solely
43 responsible for his team of representatives in all procedural details of
44 negotiations, including, but not by way of limitation: fixing dates for
45 negotiating sessions, requesting caucuses, initial presentation of proposals
46 and counter-proposals, requesting information and clarification as to
47 particular issues and proposals and tentative acceptance of proposals.

48

49 I. Either party, through its spokesman-negotiator, shall have the
50 right to request a caucus or private conference among its team of
51 representatives during the course of any negotiating session *provided,*
52 *however,* that no such caucus or private conference shall be longer than

1 fifteen (15) minutes in duration.

2

3 J. As soon as possible after each negotiating session, but in any
4 event before the start of the next ensuing negotiating session, the Board
5 shall furnish each member of the Association team of representatives
6 with a typed copy of those articles, parts or items upon which tentative
7 agreement was reached. In the event the spokesman-negotiator for the
8 Association team of representatives shall concur in the correctness of said
9 tentative agreement as therein set forth, the spokesman-negotiator for
10 each party shall initial one copy, which shall be retained by the Board,
11 with a true copy to be provided to the Association. No agreement shall
12 be deemed finalized or complete until all articles, parts or items
13 proposed have been determined by mutual agreement.

14

15 K. It is acknowledged and understood that the team of repre-
16 sentatives for the Association has previously been empowered and
17 authorized by the general membership of the Association to reach final
18 agreement on the terms and conditions of employment. After final
19 agreement has been reached by the parties hereto, a complete draft
20 thereof shall be prepared by the Board and shall be submitted to the
21 Association membership and thereafter executed by the duly authorized
22 officers of the Association, with formal adoption of said final agreement
23 by the Board in public session to follow execution thereof by the
24 Association. Association ratification shall take place within five (5) school
25 days following receipt of the final agreement in written form, and the
26 Board shall formally adopt the same at the next public meeting
27 thereafter. No final agreement shall become effective and binding until
28 formally adopted by the Board in public session and fully executed by
29 the duly authorized officers of each party.

30

31 L. Any issue arising during the course of these negotiations
32 pertaining to the procedures to be followed with respect thereto which is
33 not expressly governed by the within Agreement shall be resolved by the
34 mutual agreement of the parties.

35

36 M. All subjects, items and matters proposed or discussed during
37 these negotiations which are not ultimately contained or provided for in
38 the final agreement shall in no wise be binding upon either party hereto,
39 and all subjects, items and matters so discussed shall be without
40 prejudice to either party in any particular.

41

42 N. This Agreement incorporates the entire understanding of the
43 parties on all issues which were or could have been the subject of
44 negotiation. During the term of this Agreement neither party will be
45 required to negotiate with respect to any such matter whether or not
46 covered by this Agreement and whether or not within the knowledge or
47 contemplation of either or both of the parties at the time they
48 negotiated or signed this Agreement.

49

50

51

52

ARTICLE III – GRIEVANCE PROCEDURE

1 A. A "grievance" shall mean a complaint by a teacher (1) that
2 there has been as to him a violation, misinterpretation or inequitable
3 application of any of the provisions of the within Agreement; or (2) that
4 he has been treated unfairly or inequitably by reason of any act or
5 condition which is contrary to established policy or practice governing or
6 affecting teachers; *provided, however*, that the term "grievance" and the
7 procedure relative thereto as hereinafter set forth shall not apply to the
8 following matters.

9 (a) Matters for which a method of review is pre-
10 scribed either by law or by any rule or regulation
11 of the State Commissioner of Education;

12 (b) In matters where the Board is without authority
13 to act;

14 (c) Any matter which, according to law, is exclusively
15 within the discretion of the Board;

16 (d) A complaint of a non-tenure teacher which arises
17 by reason of his not being re-employed; provided, the
18 teacher has been evaluated in accordance with Board
19 policy;

20 (e) A complaint by any certificated personnel arising
21 from appointment to or lack of appointment to,
22 retention in or lack of retention in, any position
23 for which tenure is either not possible or not
24 required; provided, the teacher has been evaluated
25 in accordance with Board policy.

26 B. In order for a grievance to be considered under this pro-
27 cedure, initial processing of said grievance must be commenced by the
28 teacher within thirty (30) calendar days of either its occurrence or notice
29 thereof to the aggrieved teacher.

30 C. A teacher with a grievance shall first discuss it with his
31 principal directly with the objective of resolving the matter informally.
32 Any permanently assigned teacher shall first discuss any grievance with
33 his respective building principal, and all other teachers to whom this
34 Agreement applies and who are not permanently assigned to a specific
35 building will first discuss any grievance with the principal of the building
36 in which said grievance arose, or if the nature of said grievance is not
37 related to a specific building, then said non-assigned teacher shall first
38 discuss said grievance with that principal who has previously been
39 assigned as the evaluator of the particular teacher.

40 D. If the aggrieved teacher is not satisfied with the disposition of
41 his grievance after discussion as provided in Paragraph C above, or if the

1 principal has failed to render a decision upon said grievance within five (5)
2 school days after presentation thereof to him by the aggrieved teacher, the
3 aggrieved teacher may file a grievance in writing to his building principal
4 within five (5) school days thereafter, setting forth his grievance in writing
5 and specifying:

- (1) The nature of the grievance.
- (2) The nature and extent of the injury, loss or inconvenience.
- (3) The remedy which the teacher seeks.
- (4) The teacher's dissatisfaction with the decision previously rendered.
- (5) Whether or not the aggrieved teacher desires a hearing.

19
20 A copy of the grievance shall be submitted to the LBEA. In the event that the
21 aggrieved teacher shall fail to request a hearing in said written grievance, his
22 right to a hearing at this level shall be deemed to have been waived; provided,
23 however, that nothing herein shall serve to prohibit the principal from
24 initiating a request for an informal hearing in connection with said grievance.
25 At such hearing, whether requested by the aggrieved teacher or the principal,
26 the aggrieved teacher shall have the right to be accompanied thereto by the
27 Association's designated representatives, who shall be permitted to participate
28 therein on his behalf. Within five (5) school days from the receipt by the
29 principal of the written grievance, the principal shall prepare and render to
30 the aggrieved teacher his decision in writing with respect to said grievance.

32 E. If the aggrieved teacher is not satisfied with the disposition of his
33 grievance at the principal level, or if no decision has been rendered within five
34 (5) school days after filing of said written grievance, the aggrieved teacher
35 shall file within ten (10) days of the foregoing date, said grievance together
36 with a copy of the decision rendered at the principal level and any
37 documentation annexed thereto with the Superintendent of Schools for the
38 Board (hereinafter referred to as "Superintendent"). If the aggrieved teacher
39 desires a hearing by the Superintendent, a written request therefore shall
40 accompany the filing of the grievance with the Superintendent and in the
41 event the aggrieved teacher shall fail to request a hearing with the filing of
42 said written grievance with the Superintendent, his right to a hearing at this
43 level shall be deemed to have been waived; provided, however, that nothing
44 herein shall serve to prohibit the Superintendent from initiating a request for
45 a hearing in connection with said grievance. At such hearing, whether
46 requested by the aggrieved teacher or the Superintendent, the aggrieved
47 teacher shall have the right to be accompanied therat by the Association's
48 designated representatives, who shall be permitted to participate therein on
49 his behalf. At any such hearing the Superintendent shall have the right to
50 have in attendance the principal who rendered the decision below and/or any
51 members of his teaching or administrative staff with knowledge of facts
52 pertaining to said grievance in order to assist the Superintendent in making a

1 determination thereon. Within ten (10) school days from the receipt by the
2 Superintendent of the written grievance, the Superintendent shall prepare and
3 render to the aggrieved teacher his decision in writing with respect to said
4 grievance. The Superintendent may set forth in said decision his reasons
5 therefore.

6

7 F. If the aggrieved teacher is not satisfied with the disposition of his
8 grievance at the Superintendent level or if no decision has been rendered
9 within ten (10) school days after the grievance was filed with the
10 Superintendent as set forth therein, the aggrieved teacher may file a request
11 in writing for review by the Board of Education within five (5) school days
12 after the decision was rendered at the Superintendent level, or should have
13 been rendered, and said request for review shall be submitted in writing
14 through the Superintendent, who shall attach all related papers, decisions and
15 summaries to said request and forward all documents to the Board. The
16 Board shall review the grievance and may, at its option, conduct a hearing in
17 connection with said grievance. In the event the Board shall conduct such a
18 hearing, the aggrieved teacher shall have the right to be accompanied therat
19 by the Association's designated representatives, who shall be permitted to
20 participate therein on his behalf, and at any such hearing the Board shall have
21 the right to have in attendance the Superintendent and principal who
22 rendered the decision below and/or any members of his teaching or
23 administrative staff with knowledge of facts pertaining to said grievance,
24 within thirty (30) calendar days from the receipt by the Board of the request
25 for review of said grievance, the Board shall prepare and render to the
26 aggrieved teacher its decision, in writing, with respect to said grievance and its
27 reasons therefore.

28

29 G. If the aggrieved teacher is not satisfied with the disposition of his
30 grievance at the Board level as described in Paragraph F herein, or if no
31 decision has been rendered within thirty (30) days after filing of said written
32 request for review of said grievance, the aggrieved teacher may request, in
33 writing, to the Board through the Superintendent the appointment of an
34 Advisory Fact-Finder/Mediator within five (5) school days after the decision
35 was rendered at the Board level, or should have been rendered, and said
36 request shall be in writing and accompanied by the decision of the Board
37 together with all prior decisions and summaries rendered in connection with
38 said grievance. Within five (5) school days from the filing of said request for
39 appointment of an Advisory Fact-Finder/Mediator with the Superintendent,
40 the parties hereto will agree upon and designate an individual to serve as said
41 Advisory Fact-Finder/Mediator from the list of names annexed hereto as
42 "Schedule A." In the event that the parties hereto shall fail to agree upon an
43 individual to serve as the Advisory Fact-Finder/Mediator as hereinabove set
44 forth within ten (10) days from the filing of said request for his appointment
45 with the Superintendent, representatives of the parties hereto shall meet
46 within five (5) days after the expiration of said period for the purpose of
47 selecting said Advisory Fact-Finder/Mediator in the following manner. The
48 list of proposed Advisory Fact-Finders/Mediators as contained in "Schedule
49 A" herein shall be considered by the parties' representatives and the
50 Association's representatives will first be permitted to strike one name from
51 this list. Thereafter the Board's representatives will be next permitted to
52 strike one name from such list. Then, alternatively, each party's representa-

1 tive will strike one additional name, in turn, and the person whose name last
2 remains as not being stricken from the list shall constitute the Advisory
3 Fact-Finder/Mediator for the particular grievance as filed. As soon as
4 practicable after the appointment of said Advisory Fact-Finder/Mediator has
5 been made, said Advisory Fact-Finder/Mediator shall endeavor to mediate the
6 grievance in an effort to resolve the matters in difference between the parties
7 before conducting hearing thereon. In the event that the Advisory Fact-
8 Finder/Mediator, after attempt at mediation, shall conclude that further
9 mediation would serve no useful purpose, the Advisory Fact-Finder/Mediator
10 shall conduct a formal hearing with respect to said grievance for the purpose
11 of making findings of fact and recommendations for settlement based thereon
12 to the parties. In the event that the parties hereto shall fail to accept the
13 recommendations for settlement of said grievance and shall fail to otherwise
14 resolve the matters in difference between them with respect to said grievance,
15 the Advisory Fact-Finder/Mediator shall have the power to publish his
16 findings of fact and recommendations for settlement. The costs incurred in
17 the appointment of an Advisory Fact-Finder/Mediator and for the services
18 thereof, if any, shall be borne equally by the Board and the Association, and
19 any other expenses incurred in connection with the processing of a grievance
20 as hereinabove set forth shall be borne by the party incurring same.

21

22 H. If the grievance as presented to the Advisory Fact-
23 Finder/Mediator is not resolved by him to the satisfaction of the parties
24 hereto, then either party shall be free to exercise any and all remedies and
25 procedures provided by statutory law or applicable rules and regulations of
26 the State Commissioner of Education.

27

28 I. Following the filing of a formal written grievance, any aggrieved
29 teacher may be represented at all stages of the grievance procedure thereafter
30 by himself or, at his election, a representative of his choosing *and* a
31 representative of the Association.

32

33 J. No reprisals of any kind shall be taken by the Board or by any
34 member of its administrative staff against any teacher by reason of his
35 participation in the processing of a grievance as hereinabove set forth.

36

37 K. In the event that a grievance shall involve more than one teacher,
38 those teachers desirous of processing that grievance shall comply with the
39 procedure hereinabove set forth in the same manner as though processed by a
40 single teacher except that the grievance shall commence at the Superintend-
41 ent level, if there is not a common principal for the grievant.

42

43 L. All documents, communications and records dealing with the
44 processing of a grievance shall be filed in a separate grievance file and shall
45 not be kept in the personnel file of any of the participants.

46

47 M. Forms for filing grievances and requests for review shall be those
48 attached in Schedule C.

49

50 N. No teacher shall have the right to refuse to follow an administra-
51 tive directive or Board policy upon the grounds that he has instituted a
52 grievance, and all teachers, including the aggrieved teacher, shall continue to

1 comply with directives or Board policies as requested by the Superintendent
2 and/or administrators regardless of the pendency of any grievance until said
3 grievance is properly and finally determined.

4

5 O. If, at any level of the the grievance procedure as herein set forth,
6 the aggrieved party shall fail to proceed to the next level within the time
7 period herein specified, said grievance shall be deemed to have been
8 abandoned and the most recent decision thereon shall be considered to be
9 binding upon the aggrieved party.

10

11 P. All hearings conducted under this grievance procedure shall be
12 conducted in private and in confidence, and no person attending a grievance
13 hearing at any level shall divulge the nature of those proceedings to any
14 person not actually in attendance at said hearing.

15

16 Q. The aggrieved teacher shall have the right to legal counsel at all
17 stages of the grievance procedure as hereinabove set forth, at election. Legal
18 Counsel for the Board of Education may likewise be in attendance at any
19 stage of the grievance procedure as herein set forth upon the request of the
20 Principal, Superintendent or Board of Education. The aggrieved teacher shall
21 also have the right to have the advice and consultation, as well as the presence
22 at any hearing in this grievance procedure, of representatives of the Long
23 Branch Education Association and/or the New Jersey Education Association.

24

25 R. Any grievance which shall accrue within thirty (30) days from the
26 end of the school year as defined by the school calendar, or any grievance in
27 process which continues to be pending at some level of the grievance
28 procedure at the end of the school year, shall continue to be processed in
29 accordance with the grievance procedure as herein defined without regard to
30 the end of the school year; provided, however, that as to such grievance
31 accruing within thirty (30) days of the end of the school year, or as to a
32 grievance in process at the end of the school year, that all referrals to "school
33 days" herein shall be deemed to read "calendar days" for the purpose of
34 determining the applicable time periods and limitations herein prescribed for
35 the processing of such grievances after the end of the school year.

36

37

38 S. Where any grievance as defined hereunder shall be considered to
39 involve a matter which does not fall within the Building Principal's express or
40 discretionary powers, responsibilities or jurisdiction, the Association may by
41 informal inquiry of the Superintendent of Schools confirm such to be the
42 case, and in the event of the concurrence of the Superintendent of Schools
43 that said grievance involves a matter which does not fall within the Building
44 Principal's powers, responsibilities and jurisdiction, said grievance may be
45 initially filed with the Superintendent of Schools in accordance with
46 Paragraph E of this Grievance Procedure and proceed therefrom.

47

48

49

50

51

52

SCHEDULE A

PANEL OF FACT-FINDERS/MEDIATORS

(Specific names and number of nominees still to be agreed upon.)

ARTICLE IV – TEACHERS' RIGHTS

1 A. The parties hereto agree that all teachers in the Long Branch
2 School District shall have the right freely to organize, join and support
3 the Association for the purpose of engaging in collective negotiations
4 concerning the terms and conditions of their employment, and nothing
5 contained herein shall be construed to deprive any teacher in said School
6 District of any rights now enjoyed by teachers as conferred and
7 guaranteed by the Constitution of the State of New Jersey and of the
8 United States, and all duly enacted laws of the State of New Jersey
9 pursuant thereto, including but not by way of limitation R.S. 34:13A-1,
10 *et seq.*, commonly known as the *New Jersey Employer-Employee Rela-*
11 *tions Act.*

12 B. Except as this Agreement shall hereinafter otherwise provide,
13 all terms and conditions of employment applicable on the effective date
14 of this Agreement to teachers covered by this Agreement as established
15 by the rules, regulations and/or policies of the Board in force on said
16 date shall continue to be so applicable during the term of this Agree-
17 ment, and unless otherwise specifically provided herein, said Agreement
18 shall not be deemed to modify, change or alter any existing rule,
19 regulation or policy of the Board.

20 C. Any teacher who is to be voluntarily transferred from one
21 school building to another within the Long Branch School District shall
22 be advised in writing of that transfer not less than thirty (30) days prior
23 to the effective date thereof, except in cases of emergency requiring such
24 transfer to be made effective less than thirty (30) days of the date of
25 that determination, in which event notice of such transfer shall be given
26 in writing to the teacher involved at the earliest practicable date.

27 D. Any teacher who desires a change in grade or subject
28 assignment, or who wishes to be transferred to another school building
29 within the school system, may submit a request for such change or
30 transfer, in writing, to the Superintendent of Schools not later than
31 March 15 of the school year immediately preceding the school year for
32 which such change or transfer is requested. Said request as submitted
33 shall contain the grade or subject to which assignment is desired, or the
34 school or schools to which transfer is requested, the latter to be listed in
35 order of teacher's preference if more than one school is preferred by the
36 teacher over present assignment, together with the reason for the request.
37 *Provided, however,* that the Board, through the Superintendent of
38 Schools, shall grant or deny such request and the submission thereof by
39 a teacher shall not obligate the Board to accede thereto, and such
40 decision by the Superintendent of Schools shall not be grievable pursuant
41 to Article III herein. *Further provided,* that no teacher shall have the
42 right to request a change to a grade or subject assignment in which that
43 teacher has not been certified.

44 E. On or before April 1 of each year every teacher shall be
45 provided with a written statement of the amount of accumulated sick
46

1 leave credited to that teacher as of February 1 of that year together
2 with the individual employment contract or commitment to continue
3 employment forms. Every teacher shall be provided with a copy of the
4 school calendar for the next ensuing school year within ten (10) days
5 after the Board has formally adopted said calendar.

6

7 F. Whenever any teacher is required to appear before the Board
8 of Education, or any committee or member thereof, concerning any
9 matter which could adversely affect the continuation of that teacher in
10 his office, position or employment, or the salary or any increments
11 pertaining thereto, then he shall be given prior written notice of the
12 reasons for such meeting or interview and shall be entitled to have a
13 person of his own choosing present to advise and represent him during
14 such meeting or interview.

15

16

17

ARTICLE V – BOARD RIGHTS

18

19

20 The Board, on its own behalf and on behalf of the City of Long
21 Branch, hereby retains and reserves unto itself without limitation all
22 powers, rights, authority, duties and responsibilities conferred upon and
23 vested in it by the laws and the Constitution of the State of New Jersey
24 and of the United States, including all decisional law and rules and
25 regulations of the State Department of Education and Commissioner of
26 Education of the State of New Jersey, including, but without limiting
27 the generality of the foregoing, the following rights:

28

- 29 (1) To the executive management and administrative control of
30 the school system and its properties and facilities, and the
31 activities of its teachers in the performance of their employ-
32 ment;
- 33 (2) To hire, direct, promote, transfer, assign and retain teachers
34 in positions within the school district, and to determine their
35 qualifications and the conditions for their continued employ-
36 ment or their dismissal or demotion, and to relieve teachers
37 from duties because of lack of work or for other legitimate
38 reasons pursuant to rules and regulations of the Board;
- 39 (3) To maintain the efficiency of the school district operations
40 entrusted to the Board, and to determine the methods, means
41 and personnel by which such operations are to be conducted;
- 42 (4) To establish grade levels and courses of instruction, including
43 special programs, and to provide for athletic, recreational and
44 social events for students, all as may be deemed necessary or
45 advisable by the Board;
- 46 (5) To decide upon the means and methods of instruction, the
47 selection of textbooks and other teaching materials, and the
48 use of teaching aids of every kind and nature; *provided*,

1 however, that in the selection of textbooks the Board shall
2 consult with teacher representatives selected by the Board
3 from teaching areas related to the textbook subject-matter
4 under consideration and from the schools in which said
5 textbooks are proposed to be used, and failure of the Board
6 to act upon any recommendations of said teacher representa-
7 tives shall not be grievable under Article III herein.
8

9 (6) To determine class schedules, the hours of student instruction,
10 and the duties, responsibilities and assignments of teachers
11 with respect thereto, and non-teaching activities;
12
13 (7) To take whatever actions may be necessary to carry out the
14 mission of the school district in situations of emergency.
15

16 The exercise of the foregoing rights and powers by the Board, the
17 adoption of policies and regulations in furtherance thereof, and the use
18 of judgment and discretion in connection therewith, shall be limited only
19 by the express terms of the within agreement, and then only to the
20 extent that such express terms are in conformity with the Constitution
21 and laws of the State of New Jersey and of the United States, and all
22 decisional law and regulations of the State Department of Education and
23 the Commissioner of Education of this State, and nothing contained
24 herein shall be considered to deprive the Board of any rights as provided
25 thereunder.
26

27 Subject to all applicable laws and the within contract.
28
29

30 ARTICLE VI – ASSOCIATION RIGHTS 31 32

33 The Association shall have the following rights and privileges during
34 the term of the within Agreement:
35

36 (1) Pursuant to R.S. 34:13A-1, *et seq.* the Board hereby agrees
37 that the teachers shall have the right to join or not to join
38 the Association. For the purpose of engaging in collective
39 negotiations pertaining to the terms and conditions of their
40 employment, the Board agrees that it will not discriminate
41 against any teacher with respect to the terms or conditions of
42 his employment by reason of his membership in the Associa-
43 tion or his participation in any activities thereof;
44
45 (2) No teacher shall be prevented from wearing the normal
46 organizational insignia as identification of membership in the
47 Association or its affiliates;
48
49 (3) The Association and its representatives shall have the right to
50 use school buildings for professional meetings upon request
51 after the close of school on school days, provided that all
52 requests for such building use shall conform to existing

1 applicable rules and regulations of the Board. Any requests by
2 the Association for the use of a school building for a
3 professional meeting shall be made in advance, in writing, to
4 the particular building Principal, who shall have the authority
5 to designate a reasonable time and place for such meeting
6 within the building so as not to interfere with other regularly
7 scheduled meetings and activities being held therein; *provided, however,*
8 that if the use of the said school building by the
9 Association results in any expense to the Board for utilities,
10 custodial services or any other service, the Association shall
11 reimburse the Board for such expense, and further provided
12 that the Association shall leave any premises so used by it in
13 a suitable condition for the next user thereof;

14

15 (4) No meeting, hearing or conference as defined, specified or
16 provided for in the within agreement shall be held or
17 conducted during normal school hours except in emergency
18 situations by mutual agreement;

19

20 (5) The Association shall be permitted the use of one-half of one
21 bulletin board in each teacher's room for the purpose of
22 posting official Association notices; *provided, however,* that
23 no Association notices, posters or informational bulletins of
24 any sort shall be posted elsewhere in any school building. All
25 Association notices as posted in teachers' rooms shall be
26 official organizational materials, and all notices prior to
27 posting shall be signed by the authorized Association building
28 representative, who shall be solely responsible for the posting
29 and content thereof, and who shall exhibit said notices to the
30 building Principal before posting, although the prior approval
31 of the Principal shall not be a prerequisite to the posting
32 thereof;

33

34 (6) The Association may distribute to teachers within the school
35 buildings by use of the existing school mailbox facilities
36 materials dealing with appropriate and legitimate business of
37 the Association; *provided, however,* that all such materials
38 shall be distributed before or after normal school hours, and
39 further provided that no member of the administration or
40 employee in the business offices of the Board or its secre-
41 tarial staff shall be responsible for the preparation, posting or
42 distribution of materials for the Association.

43

44 (7) At all times in its exercise of the foregoing rights and
45 privileges, the Association agrees that it will in no way
46 involve members of the student body in any Association
47 organizational affairs nor will the Association permit the use
48 of students as couriers either inside or outside of school
49 buildings.

50

51 (8) The President and Secretary of the Association shall be
52 relieved of all non-teaching duties except homeroom assign-

ment during his term of office as President. In the event that the President or Secretary of the Association shall be in a school building in which homeroom responsibilities are assigned, then the President or Secretary of the Association shall be the last teacher in said school building to receive a homeroom assignment during his term of office. In the event that the President or Secretary of the Association shall be assigned to an elementary school he shall be relieved of the following non-teaching duties: Noontime playground duty, Lunch duty, Bus duty, and after-school walking duty.

ARTICLE VII – SCHOOL CALENDAR

15 The school calendar shall be adopted by the Board of Education
16 upon the recommendation of the Superintendent of Schools after
17 consultation with the Executive Committee of the Association prior to
18 submission of the calendar to the Board for consideration. The school
19 calendar as thus adopted will be set forth in Schedule B, which is
20 annexed hereto and made a part hereof and is incorporated herein by
21 reference.
22

23 The total number of working days for teachers shall not exceed
24 187 days. *Provided, however,* that all teachers newly employed by the
25 Board shall be required to serve two (2) additional days prior to the
26 commencement of the school year and above and beyond the total
27 number of working days for teachers contained in the school calendar
28 for purposes of professional orientation. *Further provided,* that in the
29 event that emergency conditions such as inclement weather compel
30 unanticipated school closings during the school year, nothing herein shall
31 be deemed to prevent the extension of the school calendar to the extent
32 necessary to assure 180 days of student attendance.

34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

SCHEDULE B

LONG BRANCH PUBLIC SCHOOLS

Long Branch, New Jersey

SCHOOL CALENDAR

1973-1974

Thursday	August 30, 1973	Orientation for new faculty members
Friday	August 31, 1973	Orientation for new faculty members
Tuesday	September 4, 1973	Orientation for all faculty members
Wednesday	September 5, 1973	ALL Schools Open – Full Session
Thursday	September 27, 1973	Rosh Hashana – Schools Closed
Monday	October 8, 1973	Columbus Day – Schools Closed
Monday	October 22, 1973	Veterans' Day – Schools Closed
Thursday	November 15, 1973	N.J.E.A. Convention – Schools Closed
Friday	November 16, 1973	N.J.E.A. Convention – Schools Closed
Thursday	November 22, 1973	Thanksgiving Day – Schools Closed
Friday	November 23, 1973	Thanksgiving Recess – Schools Closed
Monday	December 24, 1973	Christmas Holiday – Schools Closed
Wednesday	January 2, 1974	Schools Reopen
Tuesday	January 15, 1974	Martin Luther King Day – Schools Closed
Monday	February 18 to 22, 1974	Winter Recess – Schools Closed
Monday	February 25, 1974	Schools Reopen
Monday	April 8, 1974 to April 12, 1974	Easter Recess – Schools Closed
Monday	April 15, 1974	Schools Reopen
Monday	May 27, 1974	Memorial Day – Schools Closed
Friday	June 21, 1974	Last Day of Classes for Students
Wednesday	June 26, 1974	Last Day of School for Faculty
Total Days for Students 182		Total Days for Faculty 187

If snow days are required, they will be made up at the end of the school year.

ARTICLE VIII – TEACHER EVALUATION

1
2
3
4 A. The parties hereto recognize the desire and responsibility of
5 the Board to employ the best professional personnel available and,
6 through a program of guidance, develop that personnel and the
7 educational program in order that each pupil in the Long Branch School
8 District be given the best opportunity modern educational practice can
9 offer. To that end an Evaluative Guide as hereinafter set forth is
10 intended to stimulate good teaching through constructive analysis of each
11 teacher's work, recognizing at all times that no teaching is either good or
12 poor in an absolute sense.

13
14 B. Evaluative Conference

15
16 1. At least once every year, and in the case of teachers
17 who have not established tenure, at least three times a year, after
18 adequate observation throughout the interval since the previous evalua-
19 tion, an appointment relative to teacher growth shall be arranged
20 between the Principal and the Teacher.

21
22 2. At the beginning of the school year both the Teacher
23 and the Principal shall receive a copy of this evaluation sheet, which is
24 to be a guide in the continuing process of self-evaluation during the year.
25 Sub-topics, listed under each heading, are designed to serve as suggestions
26 and are not to be considered as either eliminating other comment or
27 requiring that comment be made on all of these headings or sub-topics.
28 A date for conference shall be set at least two weeks in advance of each
29 evaluation.

30
31 3. The Principal and the Teacher shall have filled out their
32 respective copies of the Evaluative Guide prior to the conference, and at
33 said conference they shall discuss their respective contents for the
34 purpose of exchanging ideas which shall have better teaching as their
35 main objective.

36
37 4. Understanding the possibility of differences of opinion
38 arising in the course of such a conference, and with the intent of
39 preserving the integrity of both Teacher and Principal in conducting said
40 conference any such differences of opinion shall be noted by both
41 Teacher and Principal at the bottom of each copy of the Evaluative
42 Guide. The Principal shall retain his copy of the Evaluative Guide for
43 each teacher on file in his office.

44
45 C. Principal's Report

46
47 1. Following the Evaluative Conference the Principal will
48 prepare a concise report, in triplicate, with each copy to be signed by
49 both the Principal and the Teacher involved. In signing said report the
50 Teacher shall have the opportunity to agree or disagree with the contents
51 of said report, stating the reasons for such agreement or disagreement on
52 each copy thereof. The original of said report will immediately thereafter

1 be forwarded to the office of the Superintendent of Schools, with one
2 copy to be retained on file in the Principal's office and the third copy
3 to be given to the Teacher involved. It is distinctly understood that the
4 signature of the Teacher on said report attests only to the fact that both
5 the Teacher and the Principal have read the contents of said evaluation
6 report.

7

8 2. In the event that it becomes apparent in the judgment
9 of the Principal that a renewal of a particular teacher's contract is in
10 question, such judgment shall be clearly stated in the Principal's report
11 and the Principal shall further state what steps or procedures have been
12 undertaken to assist the Teacher to remedy the deficiencies or de-
13 linquencies involved.

14

15 3. Nothing herein shall prevent the Principal from for-
16 warding additional information concerning the work of the teacher as he
17 may deem necessary to the Superintendent of Schools, provided that said
18 Principal shall have first discussed the problems concerned with respect
19 to said information with the particular Teacher involved. *Provided,*
20 *however,* that where such information shall constitute a complaint by a
21 Principal against a Teacher, a copy thereof shall be first provided to the
22 Teacher involved.

23

24 D. Existing Policy of Teacher Evaluation to be Preserved

25

26 It is the intent and purpose of the foregoing paragraphs in
27 this Article to restate the teacher evaluation policy presently in existence
28 and followed by the Board in the Long Branch School District, and
29 nothing herein set forth shall be deemed to in any way restrict, modify
30 or broaden said policy as the same has been previously conducted by the
31 Board through its Superintendent of Schools and administrative staff.

32

33 E. All monitoring or supervision of the work performance of a
34 teacher shall be conducted openly and with full knowledge of the
35 teacher, and the use of eavesdropping, public address or audio systems
36 and similar surveillance devices shall be strictly prohibited.

37

38 F. A teacher shall have the right upon request to review the
39 contents of his personnel file, except for personal recommendations
40 and/or pre-employment evaluations which were solicited and received in
41 confidence.

42

43 G. Any written complaints regarding a teacher made to the
44 Board or its administrative staff by any parent, student or other person,
45 which are used in the evaluation of that teacher, shall be promptly
46 investigated and called to the attention of the teacher involved, and said
47 teacher shall be given an opportunity to respond to any such complaint
48 by direct communication to the Board through the Superintendent of
49 Schools, and any such written complaint shall be placed in the personnel
50 file of the Teacher involved.

51

52 H. Classroom observation reports shall be presented to the

1 teacher involved by the Principal or Supervisor periodically in written
2 form.

3
4 I. Final evaluation of a teacher upon termination of his employ-
5 ment in the Long Branch School District shall be concluded prior to
6 severance.

7
8 **ARTICLE IX – SICK LEAVE AND PERSONAL ABSENCES**

9
10 A. Annual Sick Leave

11
12 Teachers employed by the Board of Education shall be
13 granted annual sick leave as follows:

14 1. **Ten (10) Month Contract Employees**

15 Employees on a *ten month contract* basis shall be
16 entitled to an annual sick leave of ten (10) days
17 *per contract year* at full pay.

18 2. **Twelve (12) Month Contract Employees**

19 Employees on a *twelve month contract* basis shall
20 be entitled to annual sick leave of twelve (12)
21 days *per contract year* at full pay.

22 3. **Sick Leave – Accumulative**

23 Sick leave for both 1 and 2 above shall be
24 accumulative. That is, all days of annual sick leave
25 *not utilized during a contract year* shall accumu-
26 late to the employee's benefit.

27 4. **Days Required Beyond Accumulated Sick Leave**

28 If any teacher shall require more than the
29 maximum number of days of sick leave (to which
30 said teacher is entitled with full pay) substitute's
31 pay shall be deducted for an additional 10 days in
32 any one contract year. Deduction of the substitute
33 rate shall be effective whether or not a substitute
34 is employed for an individual. Absence due to
35 sickness, beyond the additional 10 days provided
36 for herein, in any one year *will be subject to full*
37 *deduction of a day's salary for each additional*
38 *day.* (Rare cases deemed meritorious by the Board
39 of Education may be given special consideration
40 without establishing a general rule for future
41 practice.)

1 5. Proof of Illness

2
3 In the event a teacher shall be absent *more than*
4 *three (3) consecutive days* because of *personal*
5 *illness or quarantine* (non job or job accident
6 related), it shall be the option of the Superintendent or the Board of Education (through their
7 authorized representatives) to require a physician's
8 certificate verifying the absence and reason
9 therefore.

10 12. Sick Leave – Definition of –

11
12 Sick leave is hereby defined to mean "the absence
13 from his or her post of duty, because of personal
14 disability due to illness or injury, or because he or
15 she has been excluded from school by the school
16 district medical authorities on account of a con-
17 tagious disease or by virtue of being quarantined
18 for such a disease in his or her immediate
19 household."

20
21 Exception

22
23 "Absence from post of duty due to accident on
24 the job (covered by Workmen's Compensation)
25 shall not be charged against sick leave." Such
26 absence shall be paid for at full rate of pay.

27 7. A Day's Salary – Definition of –

28
29 (a) A day's pay for all ten (10) month pro-
30 fessional employees shall be defined as one-two
31 hundredth (1/200) of the annual contractual
32 salary. (Chapter 142 – P.L. 1942)

33
34 (b) a day's pay for all twelve (12) month pro-
35 fessional employees shall be defined as one-two
36 hundredth and sixtieth (1/260) of the annual
37 contractual salary or annual salary rate, whichever
38 shall apply.

39 8. Substitute's Pay – Definition of –

40
41 The rate of substitute's pay for all professional
42 employees shall be established annually by the
43 Board of Education. Effective September 1, 1968,
44 the daily rate for professional substitute's pay shall
45 be \$20 per day.

46
47 9. The Board shall provide an answering service
48 available to all teachers for the sole purpose of

1 reporting a teacher's absence from school during
2 school days, and every teacher shall be required to
3 report his absence through the answering service
4 not later than 6:30 A.M. of the day upon which
5 the absence will occur. Any absence reported after
6 6:30 A.M. shall be reported directly to the
7 teacher's principal or the principal's designated
8 agent.
9

10 B. Other Types of Personal Absences
11

12 1. Family Illness
13

14 Teachers or other staff members whose absence is
15 due to the *serious illness of a member of the*
16 *immediate family*, shall receive salary less substi-

17 *tute's pay for a maximum of five (5) working*
18 *days.*

19
20 Absence beyond five (5) days shall be charged at
21 rate of full deduction of pay for each day beyond
22 five (5) allowed.
23

24 The Superintendent of Schools or the Board of
25 Education shall have the right to request a
26 physician's certificate substantiating such absence.
27 For the purpose of this paragraph the immediate
28 family shall include teacher's mother, father, sister,
29 brother, wife or husband and employee's children
30 or stepchildren.
31

32 2. Death in the Family
33

34 Teacher absence caused by death in the *immediate*
35 *family shall receive full salary for a period not to*
36 *exceed five (5) days.* In the event of death, the
37 immediate family shall be considered to include
38 mother, father, sister, brother, wife or husband,
39 children of teacher, including stepchildren,
40 mother-in-law, father-in-law, sister-in-law and
41 brother-in-law.
42

43 3. Urgent Business
44

45 Teachers shall be granted, *upon written request* to
46 the Superintendent of Schools, two (2) days per
47 school or fiscal year for *urgent business* not
48 possible to conduct on other than a school day
49 because of conditions beyond the control of the
50 Teacher.
51
52

1 Written requests for *urgent business* should be
2 submitted through the Teacher's immediate
3 supervisor to the Superintendent of Schools, as
4 early as possible preceding date being requested.
5

6 Immediate occurring *urgent conditions* may receive
7 permission by phone from the Superintendent's
8 office if followed by confirming written request.
9

10 The counsel of the Cooperating Committee may
11 be sought by the Superintendent or Board of
12 Education in cases seeming to concern the welfare
13 of all teachers. No deduction of pay shall be made
14 for these two (2) urgent business days *when prior*
15 approval is granted. Lack of prior approval shall
16 mean deduction of a full day's pay. Ordinarily,
17 *days before and after holiday periods* will not be
18 allowed. (Some examples of urgent business –
19 death of friend or relative, e.g., grandparents not
20 covered under other parts of this policy, closing
21 on house, family member to or from hospital,
22 religious holidays, graduation of son or daughter
23 from college, etc.)
24

25 **4. Personal Business**
26

27 Staff members who are absent from school for
28 causes other than those covered in this policy or
29 absent beyond times provided for, *will usually*
30 *have full salary deducted*. Exceptional cases may
31 be referred to the Board of Education through the
32 office of the Superintendent of Schools for special
33 consideration. Written requests for personal
34 business must be submitted as far in advance as
35 possible and normally not less than one week.
36

37 **5. Court Subpoenas**
38

39 All teachers shall be granted leave, *without deduction*
40 of salary when absence is necessitated because
41 of a civil court subpoena on school matters or on
42 any matter for which a subpoena is received. Copy
43 of subpoena shall be submitted along with written
44 request if teacher wishes to be granted leave
45 without deduction of salary.
46

47 **6. Annual Teachers' Convention**
48

49 Teachers shall be granted permission to attend the
50 annual convention of the New Jersey Education
51 Association for a period of not more than two (2)
52 days in any one year, without deduction of salary.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
Teachers may be granted permission to attend other teachers' meetings or conventions without deduction of salary. *Such permission shall have the prior approval of the Superintendent and Principal,* and shall be submitted in writing three (3) weeks prior to convention.

7. Professional Day

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
Teachers may be granted one (1) professional visiting day a year without deduction of salary. The day selected as the visiting day and the site of the visitation shall be approved by the Superintendent and Principal and shall be submitted in writing three (3) weeks prior to date of visitation requested.

8. Unpaid Leave of Absence – Family Illness

22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
The Board shall grant a leave of absence without pay for a period not to exceed one (1) year to a teacher for the sole purpose of caring for a sick member of the immediate family of that teacher and additional leave may be granted at the sole discretion of the Board and for good cause shown. *Provided, however,* that no leave of absence shall be granted as herein contemplated unless the teacher requesting said leave of absence shall first submit to the Board written medical certification from the attending or treating physician which certifies both the illness of the immediate family member and the medical necessity for the rendering of home care by the teacher.

37
38
39
40
ARTICLE X – SABBATICAL LEAVES

41
42
43
44
45
1. Any teacher who has served in the Long Branch Public School District for a period of not less than seven (7) years, may upon recommendation of the Superintendent be granted a leave of absence of one (1) year for the purpose of professional improvement through study and/or travel.

46
47
48
49
2. During this sabbatical period such teacher agrees not to engage in any employment for a remuneration without the prior approval of the Superintendent.

50
51
3. In the event that a scholarship stipend is a part of the sabbatical arrangements, the total cash remuneration (stipend plus

1 sabbatical salary) may not exceed the annual salary of the teacher for
2 that year in which the sabbatical has been granted.

3

4 4. During this leave of absence (sabbatical) the teacher shall
5 continue in the employment of the Board of Education and shall receive
6 an annual compensation from the Board of Education equal to one-half
7 the salary for which he or she would normally be entitled as determined
8 by the salary guide in effect at the time of the sabbatical. From this
9 compensation, the Board shall cause to be made regular deductions as are
10 required by law.

11

12 5. The request for sabbatical leave shall be made prior to
13 January 1st of the school year previous to the year for which the
14 absence is desired.

15

16 6. The teacher's request sabbatical should outline in detail the
17 proposed professional improvement plan for the Board's review.

18

19 7. The Board of Education does not obligate itself to grant
20 sabbaticals to more than three (3) candidates in any one school year.
21 The purpose of the sabbatical, the date of application and teacher service
22 shall be factors in determining the grant. The program for which the
23 sabbatical is requested shall be reviewed and accepted by the Superin-
24 tendent of Schools if it meets with the above requirements.

25

26 8. As a condition for granting sabbatical leave, the teacher shall
27 enter into a contract with the Board of Education to continue in service
28 for a period of at least two (2) years after the expiration of the leave of
29 absence. Upon failure to continue in the Long Branch School System for
30 the two year period, the teacher may be required to repay to the Board
31 of Education a sum bearing the same ratio to the amount of salary
32 received while on sabbatical leave that the unfilled portion of the two
33 subsequent year's service bears to the full two years.

34

35 9. The teacher's position and his annual increment according to
36 the salary guide will be assured by the Board upon his return to the
37 Long Branch School System provided that the conditions of the leave
38 have been fully met.

39

40 10. Upon the completion of a sabbatical leave of absence, the
41 teacher will be expected to evaluate the professional objectives attained
42 during the sabbatical. This evaluation could be either in a written form
43 and/or personal presentation to the Board, faculty, etc. The format will
44 be arrived at by mutual agreement of the Superintendent of Schools and
45 candidate.

46

47

ARTICLE XI – SALARIES

48

49

50

51 A. The following guide for the administration of salaries for
52 teachers as defined herein in Long Branch Public Schools shall become

1 effective on September 1, 1973. It shall supersede any salary schedule
2 previously adopted for teachers. Said Salary Guide is annexed hereto as
3 "Schedule C."

4

5 1. Annual increments for satisfactory service will be
6 granted upon the recommendation of the Principals and Superintendent of Schools subject to the
7 approval of the Board of Education.

8

9 10. 2. Courses of study must be approved in advance by
11 the Superintendent of Schools, if salary credit is
12 desired. Approval shall be requested by use of
13 form "*Request For Approval of Graduate Credit*",
14 which shall be initially filed with teacher's building
15 principal. A copy of said form is annexed hereto
16 and designated as "Schedule D".

17

18 18. 3. A Bachelor's Degree must have been attained
19 before a teacher will be considered eligible for
20 placement on the four year training level.

21

22 23. 4. A Bachelor's Degree plus 30 graduate credits or a
23 Master's Degree is a requisite for placement on the
24 fifth year level.

25

26 27. 5. A Master's Degree plus 30 hours of graduate work
27 will be accepted for placement on the sixth year
28 level.

29

30 31. 6. In establishing placement on the Guide, each
31 teacher will be classified according to years of
32 training and teaching experience, as recorded in
33 the Office of the Superintendent of Schools.

34

35 36. In such classification teachers will be allowed
36 credit not to exceed a total of ten years for
37 public school teaching experience prior to coming
38 to Long Branch. The Board of Education may
39 accept service in the Armed Forces not to exceed
40 four years.

41

42 43. 7. When a teacher qualifies for a higher level on the
43 Guide he will be granted the additional increment
44 *at the start of the next Social Security Payroll*
45 *Quarter after the recommendation has been passed*
46 *by the Board of Education.*

47

48 49. Submission to the Superintendent of all additional
50 credits or degrees earned is the responsibility of
50 the teacher. Credits will not be retroactive.

51

52 52. 8. The exception to No. 2, "(Courses of study must

1 be approved in advance by the Superintendent of
2 Schools, if salary credit is desired.)" will be only
3 those credits established for and prior to a Board
4 sponsored "Inservice Workshop."
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

SCHEDULE C

LONG BRANCH PUBLIC SCHOOLS Long Branch, New Jersey

SALARY GUIDE

1973-1974

Step	4 Year BA	5 Year MA, BA+30	6 Year MA+30 or Ph.D.
1	8,400	9,100	9,900
2	8,805	9,595	10,500
3	9,245	10,025	10,900
4	9,755	10,495	11,400
5	10,255	10,975	11,910
6	10,605	11,380	12,335
7	11,125	11,825	12,760
8	11,495	12,195	13,185
9	11,985	12,650	13,600
10	12,380	13,100	14,025
11	12,760	13,450	14,450
12	13,155	13,920	14,870
13	13,525	14,335	15,295
14	13,955	14,785	15,665
15	14,480	15,335	16,225
20	15,025	15,800	16,630
25	15,295	16,155	17,035

Adopted by the Board of Education June 20, 1973

SCHEDULE D

Supt. Copy (Yellow)
Prin. Copy (Pink)
Teacher Copy (Green)

LONG BRANCH PUBLIC SCHOOLS LONG BRANCH, N. J.

REQUEST FOR APPROVAL OF GRADUATE CREDIT

Date: _____

I. TO: Principal and the Superintendent of Schools

FROM: _____

Last

First

School

I hereby request approval of the following course(s)

Course No. _____ Name _____ Institution _____ Credits _____
No.

Purpose: _____

To be taken: _____ Fall 19____; Spring 19____; Summer 19____

Credits to be applied to

Bachelor's Degree Master's Degree

30 Credits Beyond B.A. 30 Credits Beyond M.A.

II. Approval:

Principal

Yes

No.

Signature

Date

III. Approval:

Superintendent

Yes

No.

Signature

Date

ARTICLE XII – INSURANCE

The Board shall provide for the teachers, at its sole cost and expense, medical insurance coverage for each teacher, including Blue Cross, Blue Shield, Major Medical and Extended Rider J coverage.

8 Any individual teacher may arrange for Extended Family Medical
9 Insurance coverage of the type hereinabove set forth, and the additional
10 cost of said Extended Family Medical Insurance coverage, if so elected
11 by a teacher, shall be borne by the Board. *Provided, however,* that in
12 the event the costs thereof shall be increased during the term of this
13 Agreement over the present existing rates as of the date of this
14 Agreement, then the individual teacher shall bear such costs thereof in
15 excess of said existing rates.

ARTICLE XIII

SECONDARY TEACHER WORKING CONDITIONS

22 A. The Board shall make every effort to limit classroom teaching
23 to five (5) classroom teaching periods per day and study hall assignments
24 to one (1) study hall period per day in secondary schools; *provided*,
25 *however*, that the foregoing shall not apply to those subjects with double
26 teaching periods.
27

29 B. The Board shall make every effort to insure that teachers in
30 the secondary schools shall not be required to teach more than two (2)
31 subject areas.

33 C. The Board shall make every effort to insure that regular
34 classroom teachers in the secondary schools shall not be required to
35 change subject area teaching stations more than two (2) times during the
36 school day; *provided however*, that any alleged violation of this section
37 shall not be grievable.

39 D. The Board shall make every effort to promote maximum
40 efficiency on the part of the teachers in the secondary schools by
41 endeavoring to arrange programs which will permit not more than three
42 (3) consecutive assigned teaching periods.

44 E. An Extracurricular Activities Committee shall be established in
45 both the Junior and Senior High Schools and shall be comprised of
46 representatives of the teaching faculty, representatives of the school
47 building administration and representatives of the student body for the
48 purpose of reviewing the extracurricular activities both as existing and as
49 proposed in each school. Said Extracurricular Activities Committee shall
50 be developed in each school and shall be comprised of members of the
51 administration, teaching faculty and student body. Said Extracurricular
52 Activities Committee for each school shall, not later than June 1 of each

1 year, submit a written report to the principal of the respective school
2 and to the Superintendent of Schools, setting forth all conclusions and
3 recommendations reached by said Committee concerning the extra-
4 curricular activities program with the school. Said Extracurricular
5 Activities Committee shall be advisory in nature and all determinations
6 with respect to the changing, altering or modification of the extra-
7 curricular activities program shall be made by the Board through the
8 Superintendent of Schools.

9

10 F. The Board agrees that at the commencement of the 1973-74
11 school year it will employ not less than eight (8) lay persons as teacher
12 aides for the purpose of assisting in the supervision of students in the
13 Junior and Senior High School Cafeterias during the students' lunch
14 periods.

15

16

17

ARTICLE XIV

18

19

SPECIALTY TEACHING

20

21

22 A. Special teachers in the elementary schools shall have complete
23 charge of the pupils under their direction, and the regular teacher
24 assigned to that class may have a plan and records period during the
25 period in which the special teacher is conducting said class; *provided*,
26 *however*, that it shall be the regular classroom teacher's responsibility to
27 take pupils to and from the area of specialty teaching if outside the
28 classroom. Where Art Class is held in the regular teacher's classroom, the
29 regular classroom teacher shall remain five (5) minutes after the Art
30 teacher arrives and shall return to the classroom five (5) minutes prior to
31 the expiration of the Art Class. Regular classroom teachers shall consult
32 with special teachers in an effort to assist the special teachers in
33 continuing on-going classroom curriculum projects in the course of the
34 specialty.

35

36 B. A joint Staffing Needs Study Committee, consisting of five
37 (5) members appointed by the Superintendent of Schools and five (5)
38 members appointed by the Association, shall be established as soon as
39 possible after the effective date of this agreement. Said Committee shall
40 consider the size of the staff necessary for the Long Branch School
41 District in various special categories, including without limitation data
42 processing, psychologists, reading specialists, special education teachers,
43 social workers, speech therapists and learning disability specialists. The
44 report of the Staffing Needs Study Committee shall be presented to the
45 Board prior to the Commencement of the next Collective Bargaining
46 Agreement negotiations as the joint recommendation of the Association
47 and the Superintendent of Schools with regard to the number of
48 specialists necessary to meet educational requirements within the school
49 district; *provided, however*, that said report shall be deemed to be solely
50 a recommendation which will be studied by the Board but which shall
51 not be binding upon the Board.

52

ARTICLE XV

BUILDING, CLASS AND SUBJECT ASSIGNMENTS AND CONTRACT RENEWAL

7 A. All teachers shall be given written notice of their class and/or
8 subject assignments, building assignments and room assignments for the
9 forthcoming school year not later than June 30 of the previous school
10 year; *provided, however,* that if the Board shall be delayed in the
11 completion of such schedules of class and/or subject assignments, building
12 assignments and room assignments by reason of emergencies such as
13 questionable completion of new school construction, computer failure,
14 abnormal teacher turnover or unavailability of teacher personnel in
15 critical positions, the Board shall provide such schedules as soon as
16 practicable.

17
18 B. On or before April 30 of each school year the Board shall
19 give to each non-tenure teacher continuously employed by the Board
20 since the preceding September 30 either:

- (1) A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or agreement between the Board and the Association; or
- (2) A written notice that such employment shall not be offered for the next succeeding year;

32 provided, however, that the date of such notification as herein prescribed
33 shall be subject to the final adoption of both the school budget and the
34 Salary Guide applicable to the next succeeding school year or as soon as
35 possible after the date of the adoption of said budget and/or Salary
36 Guide.

ARTICLE XVI

NOTICE OF EMPLOYMENT OPENINGS

44 A. All available opportunities for employment by the Board in
45 all full-time positions in the Board's table of organization below the rank
46 of Assistant Superintendent shall be publicized to all teachers in the
47 Long Branch School System by the posting of written notices on the
48 bulletin board in each faculty room in the various school buildings, and
49 said notices of such available opportunities for employment shall specify
50 the manner in which interested teachers may apply.

1 connection with the summer school program, home teaching program,
2 specially funded programs such as Project Head Start, and other existing
3 programs shall be publicized to all teachers in the Long Branch School
4 System by the posting of written notices on the bulletin board in each
5 faculty room in the various school buildings, and said notices of such
6 available opportunities for employment shall specify the manner in which
7 interested teachers may apply.

8

9

ARTICLE XVII

SCHOOL ADVISORY COMMITTEES

14
15 A. An elected Advisory Committee for each school building shall
16 meet with the principal at least once a month after regular school hours
17 for the duration of the school year to review and discuss local school
18 problems and practices and to play an active role in the revision and
19 development of building policies; *provided, however*, that any decisions
20 or determinations made by said Advisory Committee shall be deemed to
21 be recommendations only and the failure to accept such recommenda-
22 tions as received from said Advisory Committee by the school building
23 administration, the Superintendent of Schools or the Board shall not be
24 grievable.

25

26 B. The membership of each such Advisory Committee created
27 hereunder shall be elected by all teachers in each school building and
28 each such Advisory Committee shall be limited in its membership to five
29 (5) members or ten (10%) percent of the permanent teaching staff in
30 each school building, whichever number shall be the greater.

31

32

ARTICLE XVIII

ELEMENTARY SCHOOL WORKING CONDITIONS

38 A. Every elementary school teacher shall have a duty-free lunch
39 period during each working day equal in length of time to the lunch
40 period allotted to the students. *Provided, however,* that in no event shall
41 the lunch period of any elementary school teacher be less than thirty
42 (30) minutes in length.

43

44 B. In addition to the minimum duty-free lunch period prescribed
45 in Paragraph A above, the Board shall employ lay personnel as teachers'
46 aides in each elementary school to supervise the pupils during their lunch
47 period in both the in-school dining areas and the playground, in order to
48 permit elementary school teachers to have a one hour duty-free lunch
49 period during some working days.

50

51 C. The employment of teachers' aides as provided for in
52 Paragraph B. above, while designed to provide more duty-free lunch time

1 to elementary school teachers, shall be subject to the supervision of said
2 teachers' aides by the elementary school teachers in each elementary school.
3 Each elementary school teacher shall be assigned on a rotation basis to
4 supervise the teachers' aides during the pupils' lunch period at no additional
5 compensation. The Board agrees that in no case shall the ratio of teachers'
6 aides to supervising teachers be less than two-to-one in any elementary
7 school, and that where, in the Board's opinion, conditions permit, a greater
8 ratio of teachers' aides to supervising teachers may be utilized. Teachers agree
9 to take responsibility for directly supervising classrooms in a ratio of one
10 teacher to two classrooms in inclement weather. This arrangement will hold
11 through the beginning of the Christmas recess. It will be assessed by a joint
12 committee consisting of teachers designated by the Association, and
13 principals. They will attempt to determine whether this ratio can be adjusted
14 consistent with sound conditions in classrooms. If they cannot agree, this
15 issue will be resolved by a tri-partite panel; the Board will designate one
16 member, the Association will designate one member, and these two persons
17 will choose a third person.

18

19

20

21 D. All elementary school principals, assistant principals and
22 supervisors shall give five (5) calendar days prior notice of any meeting
23 at which elementary school teachers are expected to attend; *provided*,
24 *however*, that this provision shall not apply to reoccurring meetings
25 scheduled on a periodic basis, for which an initial notice has been given
26 to all teachers at the beginning of any school year, or for meetings
27 arising from or pertaining to emergency conditions.

28 E. Each elementary school shall utilize a duplicate register sheet
29 for the purpose of recording pupil attendance, upon which the pupils'
30 names for each grade shall be recorded by the administrative office staff
31 and distributed periodically for completion by each elementary school
32 teacher, and thereafter returned to the administrative office of each
33 elementary school in accordance with procedures prescribed by the
34 elementary school building principal.

35 F. Elementary school teachers shall not be required to actually
36 conduct the weighing and measuring of students but shall cooperate with
37 the school nurse to assure that such activities are accomplished during
38 the course of the school year.

39 G. Elementary school teachers shall only be required to collect
40 student envelopes handed in by students containing milk money.

41 H. Elementary school teachers duties with respect to the school
42 banking program shall be limited to the collection of individual student's
43 deposit envelopes supplied by the banking institution to the school
44 district, and the submittal of those individual deposit envelopes to the
45 central receiving station within the elementary school building as pre-
46 scribed by the elementary school building principal.

47 I. Elementary school teachers who refer students to Pupil
48 Personnel shall receive written acknowledgment of each such student
49 referral from Pupil Personnel within fifteen (15) school days of the date
50 of such referral, and shall thereafter be advised as to the disposition of
51 each such student referral upon the conclusion of the case by Pupil
52 Personnel.

ARTICLE XIX – TEACHER RESPONSIBILITY

1
2
3 Both the Board and the Association acknowledge the key role which
4 teachers play in the educational process and both recognize that the teachers'
5 responsibilities transcend the area of formal classroom instruction. Accord-
6 ingly, the Association and the Board agree that each teacher in the Long
7 Branch Public School System has the following responsibilities and is
8 accountable for the performance thereof with the same diligence and
9 quality of performance by which their formal classroom instruction is
10 evaluated:

11
12 A. The performance of all teachers in their undertaking and
13 conduct of all assigned duties and tasks, including tasks normally incident
14 to their daily instructional work, shall be subject to evaluation in
15 accordance with the principles set down in Article VIII of this Agree-
16 ment.

17
18 B. All teachers shall use due diligence in the supervision of
19 school property and students at all times under school-regulated circum-
20 stances.

21
22 C. All teachers shall use due diligence for supervision of student
23 behavior in their assigned activities and in their classrooms.

24
25 D. All teachers shall regularly serve on committees and/or study
26 groups to which they may be appointed during the school year, and shall
27 carry out all assignments which they may receive in conjunction with
28 their service on such committees.

29
30 E. All teachers shall be available at reasonable times for parent
31 conferences, and it shall be the obligation of each teacher to arrange for
32 conferences with parents when it appears to the teacher that better
33 understanding or more cooperative support from the student's home is
34 required for the student's success in school.

35
36 F. All teachers shall encourage and support school functions
37 outside the regular instructional program which may serve to contribute
38 to the students' development in attitudes, appreciations, behavior and
39 special abilities.

40
41 G. It shall be the responsibility of every teacher to interpret the
42 school program and relate the same to the community in ways which
43 will improve the public's understanding of the educational program and
44 encourage the community's involvement and support thereof.

45
46 It is understood and agreed to by the parties that this statement of
47 teacher responsibility is a statement of principle to be viewed by teachers
48 as guidelines in the execution of their duties. As such it is agreed that
49 these responsibilities will not be subject to contract enforcement, pro-
50 vided however, that nothing herein shall constitute a waiver of the
51 Board's rights under existing statutes of this State or any other article of
52 this Agreement.

ARTICLE XX

DURATION OF AGREEMENT

11 This Agreement shall be effective as of September 1, 1973, and shall
12 continue in effect without interruption until August 31, 1974.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

25 A. If any provision of this Agreement, or any application of this
26 Agreement to any teacher or group of teachers, is held to be contrary to
27 law, then such provision or application shall not be deemed valid and
28 subsisting, except to the extent permitted by law, but all other pro-
29 visions or applications shall continue in full force and effect.

31 B. Any contract between the Board and an individual teacher
32 hereafter executed shall be subject to and consistent with the terms and
33 conditions of this Agreement. If an individual contract contains any
34 language inconsistent with this Agreement, this Agreement, during its
35 duration, shall be controlling.

37 C. Whenever any notice is required to be given by either of the
38 parties to this Agreement to the other, pursuant to the provisions of this
39 Agreement, either party shall do so by telegram or registered letter at
40 the following addresses:

1. If by Association, to Board at 6 West End Court, Long Branch, New Jersey 07740.
2. If by Board, to Association at the President's permanent residence address.

48 D. This Agreement constitutes the entire understanding between
49 the parties, and the parties hereto agree that no parole or oral promises
50 not incorporated herein are to be binding upon the parties, and, further,
51 that this Agreement may only be modified, altered or supplemented by
52 written agreement between the parties.

ARTICLE XXII

SIGNATURES

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed by its duly authorized corporate officers and has caused its corporate seal to be hereunto affixed to the within Agreement, consisting of 37 pages, on this 5th day of September, 1973.

BOARD OF EDUCATION
OF THE CITY OF LONG BRANCH

By Cornelius P. Williams

Rev. Cornelius P. Williams, President

ATTEST:

Donald J. Van Brunt

Donald J. Van Brunt, Secretary

LONG BRANCH EDUCATION ASSOCIATION, INC.

By Neil F. Rothman

Neil Rothman, President

ATTEST:

Mary Jo Bruscione

Mary Jo Bruscione, Secretary

STATE OF NEW JERSEY,

SS:

COUNTY OF MONMOUTH

BE IT REMEMBERED, that on this 5th day of September, 1973, before me, the subscriber, An Attorney at Law of the State of New Jersey personally appeared DONALD J. VAN BRUNT who, being duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of the Board of Education of the City of Long Branch the Corporation named in the within Instrument; that REV. CORNELIUS P. WILLIAMS is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

AND THERE ALSO personally appeared MARY JO BRISCIONE who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of the Long Branch Education Association, Inc. the Corporation named in the within Instrument; that NEIL ROTHMAN is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper Corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Donald J. Van Brunt

Donald J. Van Brunt

Robert E. Murray

Robert E. Murray
An Attorney at Law of New Jersey

Mary Jo Briscione

Mary Jo Briscione